

The complaint

Miss F complains about a rejected buyer dispute claim with PayPal (Europe) Sarl et Cie SCA (“PayPal”).

What happened

Miss F bought some airline tickets that she says she cancelled 30 minutes after the purchase. Miss F says one airline refunded her, but the second didn't, so she raised a goods not received claim through PayPal along with a complaint for the 967.99 Euros.

PayPal responded to Miss F rejecting the claim, and not upholding her complaint. PayPal said the merchant had supplied evidence that the airline had sent Miss F the tickets. It also said it had seen evidence the tickets were non-refundable.

Miss F remained unhappy, so she brought her complaint to our service.

Before our investigator sent her view, PayPal agreed to pay £107.04 which was the shortfall on the refund on the flight Miss F got before she came to our service.

Our investigator initially said the offer of the £107.04 was fair. She then looked into the complaint about the second flight but didn't uphold it. Our investigator didn't find PayPal had rejected the claim unfairly, as the merchant provided evidence of the tickets being set to Miss F.

Miss F didn't agree with the investigator's view. Miss F sent a screen shot of a message she got from the third party she booked the flights through showing she had cancelled the flights.

Our investigator wasn't persuaded to change her view. So, the complaint's been passed to me for a final decision.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Having done so, I've come to the same outcome as the investigator, for largely the same reasons. I'll explain why.

I'm very aware that I've summarised this complaint briefly, in less detail than has been provided, and in my own words. No discourtesy is intended by this. Instead, I've focussed on what I think is the heart of the matter here. If there's something I've not mentioned, it isn't because I've ignored it. I haven't. I'm satisfied I don't need to comment on every individual point or argument to be able to reach what I think is the right outcome. Our rules allow me to do this. This simply reflects the informal nature of our service as a free alternative to the courts.

For me to say PayPal did something wrong, I'd need to be satisfied that they failed to act within the terms of the account's User Agreement. Or, if I feel like they did work within these,

that it was unfair to decline the buyer dispute claim in the circumstances of this complaint. And in this situation, I don't think that's the case.

When coming to an outcome on this complaint, I've considered what information PayPal received at the time from the intermediary the flights were booked through and the merchant. This is an important point as Miss F has supplied information to our service that I'm satisfied Miss F most likely hadn't sent to PayPal when the claim was decided.

It's clear from the information I've been given, that the merchant defended the claim. So, I've looked at what information PayPal received at the time to defend the buyer dispute she raised.

The intermediary has sent evidence that the flight tickets were sent to Miss F by way of an email and that the flight went ahead. Although Miss F may have decided not to use the tickets, from what I can see, they were most likely delivered and received by her. Miss F has also told our service she contacted the airline and they referred to her a no-show rather than tell her the tickets had been cancelled. So, this further satisfies me that the tickets were most likely sent, active and available to use.

I've seen an online chat conversation where Miss F discusses cancelling the tickets, but I can't see from the information that this was completed. The intermediary has also told PayPal that it offered to void the ticket for £40 but Miss F didn't take up the offer.

I understand Miss F has sent evidence she received from the third-party intermediary that she booked the flights through showing that they were cancelled. I've looked at this information, but I can't see that this information was received by PayPal when it was deciding to decline the claim. I'm satisfied that PayPal had information to show the flights were booked and sent to Miss F, and this is what it based its decision on.

Miss F has mentioned several times the cancellation and refund policy the airline provides. As this is a goods not received claim, and I'm satisfied the goods were most likely sent to Miss F, any complaint about the airlines refund policy would need to be taken up with them. Having looked at the cancellation policy given to PayPal by the intermediary myself, it does look as though the flights were non-refundable.

Miss F has mentioned she was told by the airline that she would get a refund. As I'm only looking at the actions of PayPal and the terms of the buyer dispute, this is not something I've investigated or can comment on. Miss F would need to direct any complaint about the service she received back to the airline.

Miss F has also said she was told by PayPal that the payment would be cancelled and she would get a refund, but neither party has been able to supply this call. PayPal have gone on to say that as the payment was made, only the merchant would've been able to cancel the payment. Given what I know about how PayPal's payments are made, I'm satisfied with this response.

I can see PayPal have offered to pay the shortfall in the first flight that was refunded and Miss F is free to accept that payment.

In summary and having considered the information supplied by both parties, I haven't found PayPal have acted unfairly or against the terms of the account when it has declined the buyer dispute claim.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss F to accept or reject my decision before 20 March 2024.

Tom Wagstaff
Ombudsman